

### 1. Subject of the contract for ReluxNet membership and services

Companies from the illumination, lighting and sensor industry can enter their product-specific data in the ReluxNet ONLINE PLATFORM (www.relux.net) designed by Relux within the framework of a paid membership. Apart from a summary of members and product information contained in an electronic industry directory, this ONLINE PLATFORM includes an optimised and customer-friendly company and product search program as well as a user-friendly but minimal interface to the lighting and sensor computing program ReluxSuite.

With its ONLINE PLATFORM, Relux endeavours to achieve as many product enquiries and orders as possible for its members from users.

These General Terms and Conditions (GTC) for ReluxNet members govern the legal relationship between Relux and the member. The parties declare the Relux notices regarding data privacy to be an integral part of these GTC.

### 2. Rights of member

2.1 Members are entitled to have their company-specific product data entered in the database in the data formats prescribed by Relux and to use the product search, lighting and sensor computing program free of charge. Additional services offered by Relux are subject to a charge and are included on a price list kept up-to-date by Relux, which is available on request.

2.2 Members can change their product data on the ONLINE PLATFORM at any time employing technical aids, or with assistance from Relux which is subject to a charge.

2.3 Members can make (legally non-enforceable) suggestions for further development of the ONLINE PLATFORM.

### 3. Obligations of members

3.1 Members are obliged to hand over their data to Relux in full, on a truthful, non-misleading and accurate basis. If qualitative information on the product is incorrect, the member shall be responsible for providing verification of the information they have supplied and be liable for the full cost of verification (expert technical opinion) vis-à-vis Relux or another member who has submitted a complaint. The member concerned shall rectify these errors within an appropriate deadline.

3.2 Members confirm that they hold the actual and legal power of disposition and the requisite intellectual property rights for the data and products, that the products are approved, and also that, in the event of violation, they are liable for this.

3.3 Members are obliged to pay the annual membership fee (cf. 8). Customer data will be included in the ONLINE PLATFORM within twenty days of receipt of the annual fee.

3.4 The data and products on the ONLINE PLATFORM will be made available by Relux to interested customers and potential product purchasers.

Members are forbidden to modify or copy the ONLINE PLATFORM or to otherwise use it to the detriment of Relux.

3.5 In conjunction with the ONLINE PLATFORM, members undertake to maintain loyal and fair business practices among themselves, towards Relux and towards interested customers, as well as with regard to the company and product data and the software contained within the ONLINE PLATFORM, acting in good faith as far as business transactions are concerned, so that the Relux name and product, as well as the underlying idea of a common market presence can survive and be promoted.

### 4. Rights and obligation of Relux

4.1 Relux will provide members with various templates for the preparation of the data. Any further technical support will be charged as per the current price list.

4.2 Relux is entitled to delete illegal, untrue or misleading information in customer data without delay and without consulting the member.

4.3 Relux is entitled to reject membership without specifying a reason and to terminate membership - without giving notice if it sees fit.

4.4 Relux is entitled to adopt all the member's service and product offers/information that is made accessible to the public, in the form of text and pictures (either from the member directly or from public platforms), and to use this, in particular in a publicly accessible database. In accepting these GTCs, the member confirms that they are in possession of all the necessary rights of use in respect of these offers/information.

4.5 Relux has the right to reject and terminate membership without giving a reason.

### 5. Mutual confidentiality

The parties to the contract mutually undertake to treat as confidential all information, and particularly information on internal business processes as well as on the development status and development planning of their software.

### 6. Guarantee and liability

6.1 Relux will do its utmost to compile the data in the ONLINE PLATFORM correctly and according to the requirements of the applicable data privacy laws, but does not assume any liability for false or erroneous information in the ONLINE PLATFORM. In

particular, Relux does not assume liability for damage suffered by members, users or others working with the ONLINE PLATFORM as a result of incorrect application or use. In the same way, no liability will be assumed for any defects in the ReluxNet software. Relux will similarly not assume any liability for shortcomings in the company products listed in the ONLINE PLATFORM. Members must hold Relux harmless for inaccurate product data and violations of intellectual property rights. This also applies for use as per 4.4 above.

6.2 In the case of damage caused directly by the present contractual relationship or by the ONLINE PLATFORM, including claims arising from material warranties or warranties of title, and also non- fulfillment, Relux is only liable if this damage can be proven to have been caused by gross negligence or intentionally. Any further liability or obligation, particularly for damage, for the renewed acquisition of data and for indirect or subsequent damage, is expressly ruled out.

6.3 Relux is not liable if it has been prevented from fulfilling its obligations under this contract on time or in the appropriate manner for reasons for which it is not responsible. The deadlines set for fulfillment will be extended by the time for which the circumstances for which Relux is not responsible prevail.

### 7. Right to the ONLINE PLATFORM

7.1 All copyrights (including the rights to the concept, layout and design) to the software, database and the ONLINE PLATFORM remain with Relux. Members are not permitted, without the written approval of Relux, to copy content of the data carrier, to make it available to third parties or to rent it out or to use it in any other way. They are also not entitled to decompile programs or parts of programs contained in the ONLINE PLATFORM or to make these available to third parties.

### 8. Contract conclusion, membership, duration and contract termination

8.1 Membership is valid from the date on which members sign the contract, the additional agreement or the order confirmation. The contract is concluded for an indefinite period of time and will continue to run in subsequent 12 month if not terminated. The **membership fee** for 12 month is determined in the Relux **price list** which can be sent to customers on request.

8.2 This contract can be terminated at any time by either party after the **expiry of a minimum contract duration of 12 months**, whereby the membership fees will not be refunded, will be retained by Relux, or will still be owed if not yet paid. If **termination** takes place not **2 month before** the end of the minimum contract duration (date of receipt by Relux), the membership fee for the following year must also be paid. Termination of the contract must be sent by **registered letter**.

8.3 In the event of contract violations by a member, Relux shall be entitled, after setting an appropriate deadline for the rectification of the contract violation, to terminate the contract with immediate effect (cf. 4.4). In this case, the membership fees will be owed as per 8.2 above.

8.4 After contract termination, the member's data will be removed from the ONLINE PLATFORM at the end of the term of the contract. All the aids, software and licences made available to members must be returned to Relux by the time the contract ends at the latest and may not be further used in any form.

### 9. Final provisions

9.1 Relux reserves the right to amend these General Terms and Conditions at any time without giving reasons. It will update and publish the amended Terms and Conditions on its website and will

send members the amended GCT with the next invoice. Unless notified to the contrary by the member within two weeks of dispatch and/or on account of the further use of the services and products, the amended GTC will be deemed to have been accepted.

9.2 If individual provisions of these GTC are invalid or become invalid, this will not affect the validity of the remaining provisions. The invalid provision will be replaced by a valid provision which comes closest to the invalid provision in respect of its content and purpose.

9.2 This contract as well as any disputes arising out of it are subject to **Swiss law incorporating the CISG**.

9.3 The **place of jurisdiction** for all disputes arising out of this contract is **Basel**. Relux may, however, choose to enforce its rights against the member, in particular the enforcement of owed membership fees, at the member's place of residence or domicile.

Münchenstein, June 2016